

## ePDMP Monthly Account Holder Registration Agreement

This Monthly Account Holder Registration Agreement (this "Registration Agreement") is made between Wisconsin Interactive Network, LLC ("WIN") and the customer set forth below ("Monthly Account Holder"). This Registration Agreement sets forth the terms and conditions pursuant to which Monthly Account Holder will open and maintain an account (an "Account") with WIN for the purpose of obtaining access to the selected services set forth on Exhibit A offered by WIN (the "Services").

You must be a Monthly Account Holder in order to access the Services through the ePDMP portal. To register, read all the information carefully, complete and sign this Registration Agreement along with any other required forms detailed on page two and return them to us at our address in Section 11 below.

The annual registration fee is \$100.00 and is billed to your monthly account with your first month's invoice for usage. When returning this Registration Agreement, please enclose a check or money order made payable to Wisconsin Interactive Network, LLC in the amount of \$100.00. Thereafter, the annual renewal is \$100.00 and is billed to your monthly account automatically. Please note, in addition to a registration fee, certain Services have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Any statutory or usage fees are billed on a monthly basis; annual subscription and/or secondary registration fees will be billed on the first month's invoice.

If you have any questions regarding information contained within this Agreement, please contact Wisconsin Interactive Network at (608)250-4606.

### Signing up is as easy as 1, 2, 3 ...

- 1) **Complete this Registration Agreement.** Don't forget to list your users in Section 2 below on the following page, select the Services you wish to subscribe to, choose a billing method and sign below. Make sure you include your first year registration fee of \$100.00.
- 2) **Complete any additional forms relevant to the services you select detailed in Section 2 below and return them with this Registration Agreement.** This will only apply depending on the specific services you wish to subscribe to.
- 3) **Sign and return this Registration Agreement with your check or money order made out to the address above.** Upon receipt of the signed and completed Registration Agreement(s), Wisconsin Interactive Network will provide you with your usernames and passwords, as appropriate, per service selected. When you receive them you may begin using our subscription services immediately. Please Note: some services may require additional approval as noted in Section 2 before access can be provided.

#### CUSTOMER SIGNATURE – sign here

Signature

Date

Name (printed)

Title

#### By my signature I agree that:

I have read and agree to the terms and conditions of this Registration Agreement as presented. If signing this Registration Agreement on behalf of an organization or company, I represent that I have authority to bind the organization or company to this Registration Agreement.

## Section 2: Monthly Account Holder Information

**Physical  
Address**

Organization Name: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Billing  
Address**

Organization Name: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_

Please select the service(s) desired and if applicable, billing option: (See *Exhibit A for Description and Payment Terms*)

☐ Prescription Drug Monitoring Program ("ePDMP") Service

**Authorized Users/User Accounts: (for services other than ePDMP)**

(max. 10 users per registration)

		Name	Email Address	Office Use Only – UN	Office Use Only – PW
1.		_____	_____		
2.		_____	_____		
3.		_____	_____		
4.		_____	_____		
5.		_____	_____		
6.		_____	_____		
7.		_____	_____		
8.		_____	_____		
9.		_____	_____		
10.		_____	_____		

## Section 3: Terms and Conditions of Registration Agreement

1. This Registration Agreement sets forth the terms and conditions under which WIN will provide Services set forth on Exhibit A to Monthly Account Holder.
2. Monthly Account Holder and the applicable Wisconsin state agency (as applicable, "Agency") identified for each service on Exhibit A have executed a Statement of Work which directs WIN to provide certain services to Monthly Account Holder on behalf of and as directed by the Agency (the "SOW"). Provision of the applicable Service shall terminate automatically and immediately upon termination of the related SOW.
3. Monthly Account Holder acknowledges and agrees that WIN's ability to provide the Services is directly dependent

on Agency's authorization generally and for the particular Monthly Account Holder. Therefore, WIN reserves the right to terminate any Service without consulting Monthly Account Holder prior to withdrawing such Service and shall have no liability whatsoever to Monthly Account Holder in connection with such suspension or termination of any such Service.

4. This Registration Agreement may be modified only by written agreement of the parties; *provided, however*, WIN may update the Services set forth on Exhibit A and add rates for new Services at any time, and WIN may amend the rate schedule for existing Services set forth on Exhibit A upon 60 days' prior written notice. In the event Monthly Account Holder issues a purchase order or other instrument related to the Services, it is understood and agreed that it is for Monthly Account Holder's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Registration Agreement, as amended from time to time by WIN.

#### 5. Conditions of Use

- a. ID/Account Numbers: WIN will issue to the Monthly Account Holder a maximum of ten (10) User Accounts ("User Accounts"). Monthly Account Holder is responsible for preserving the secrecy of its account numbers and to ensure that access to services and use of its User Accounts are controlled by it. Monthly Account Holder is liable for any and all charges for services to its User Accounts whether or not authorized by Monthly Account Holder.
- b. Access: Monthly Account Holder is solely responsible for the selection and procurement of any equipment and communication lines between the Monthly Account Holder and WIN.
- c. Copyright and Ownership of Information: Monthly Account Holder agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through WIN.
- d. Use of information: Monthly Account Holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through WIN. Monthly Account Holder recognizes that each transaction and statement of use will be logged and retained for auditing purposes by WIN.
- e. Registration and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Registration Agreement, as approved by the Agency, in order for Monthly Account Holder to gain access to those services.
- f. Monthly Account Holder will promptly notify WIN in writing if Monthly Account Holder desires to terminate any User Accounts. Once notified, WIN will promptly terminate any such User Account.

#### 6. Payment

- a. Invoices for all services rendered will be prepared by WIN and provided by WIN to Monthly Account Holder. Rates shall be in accordance with the current WIN rate schedule, and initial rates are set forth on Exhibit A. The terms of invoice payment shall be net twenty (20) days; *provided, however*, if Monthly Account Holder is paying by tangible check, payment shall be net forty-five (45) days. Unpaid invoices following the net term shall be deemed Past Due.
- b. In connection with the Account registration process, Monthly Account Holder will select one of the following payment options (or other payment options authorized by the Agency from time to time) for each Service it receives hereunder:
  - i. Auto Check Option – Monthly, a financial Institution automatically deducts the amount of usage and filing fees including any annual, monthly or quarterly registration fees out of a designated checking/banking account.
  - ii. Monthly Invoice – WIN bills Monthly Account Holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly registration fees.
- c. Default: An Account is in default if it is past due for 60 days or if Monthly Account Holder should declare a bankruptcy or insolvency. In the event of default, WIN may, at its sole option, block the Monthly Account Holder from use of the Account either temporarily or until the past due amount is paid or permanently block the Monthly Account Holder from use of the Account, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent WIN from exercising this, or any other option available to it, at any other time or degree of delinquency.

#### 7. Limitation of Liability

- a. WIN's liability for all Services is limited to the price allocable to the goods or service determined to be defective, and in no event will WIN's cumulative liability be in excess of the total payments received from Monthly Account Holder under this Registration Agreement, whether arising under warranty/guaranty, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatsoever.
- b. In no event shall WIN, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability.

- c. Monthly Account Holder agrees that WIN will not be liable for any claim or demand of any nature or kind whether asserted against WIN or against Monthly Account Holder by any third party, arising out of the services or materials provided or their use. Monthly Account Holder agrees to indemnify and hold WIN harmless from claims of third parties arising out of the Monthly Account Holder's use of the services or materials provided pursuant to this Registration Agreement.
- d. WIN shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database or other providers.
- e. No action or suit, regardless of form, other than an action for payments due WIN, arising out of the transactions pursuant to this Registration Agreement may be brought by either party more than one year after the cause of the action accrues.
- f. WIN, the State of Wisconsin, and any other Wisconsin government unit or any affiliate thereof that may from time to time provide information for access by WIN shall at no time be liable for any errors in or omissions from information available through WIN.

## 8. Warranty

- a. The services are provided "as-is" and with all faults. WIN makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While WIN and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Registration Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b. Monthly Account Holder warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through WIN.

## 9. Renewals

This Registration Agreement renews annually automatically on the last day of month that includes the anniversary of the Effective Date unless WIN is notified in writing of Monthly Account Holder's termination of this Agreement at least 60 days prior to the last day of the month that includes the anniversary of the Effective Date. Notwithstanding the foregoing, this Registration Agreement may be terminated by either Monthly Account Holder or WIN for any reason upon sixty (60) days' prior written notice to the other.

## 10. Limitations; Other Monthly Account Holder Obligations

- a. Under no circumstances may Monthly Account Holder, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's User Account, use data received from or through WIN in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations, including, but not limited to state and federal privacy regulations such as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- b. Monthly Account Holder understands that his/her WIN service privileges may be terminated for a violation of this Registration Agreement or of an applicable federal, state, local or other law or regulation, and further that he/she may be prosecuted for such violations unless waived by the Agency.
- c. Monthly Account Holder agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Monthly Account Holder by WIN.
- d. Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by WIN and are subject to audit and examination for compliance with applicable limitations on use.
- e. Monthly Account Holder acknowledges that WIN is not acting as a "business associate" (as that term is defined in HIPAA) to Monthly Account Holder, because WIN does not create, receive, transmit, maintain or have access to any "protected health information" of Monthly Account Holder as defined by HIPAA.
- f. Monthly Account Holder agrees to the Terms of Use and Privacy Policy set forth on the applicable Service website for each Service.

## 11. General

- a. Authority: Each party has full power and authority to enter into and perform this Registration Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that he/she has read this Registration Agreement, understands it, and agrees to be bound by it.
- b. Waiver: The waiver, modification, or failure to insist by WIN on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of WIN's right to performance of any such term or terms.
- c. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

- d. Governing Law: This Registration Agreement shall be governed by and construed according to the laws of the State of Wisconsin as such laws are applied to contracts made and to be performed entirely in Wisconsin, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Wisconsin and in no other jurisdiction.
- e. Notices: All notices required under this Registration Agreement must be in writing and directed to Monthly Account Holder at the address set forth above and directed to WIN as follows:

Wisconsin Interactive Network, LLC  
PO Box 111  
Madison, WI 53701-0111

Either party may update its address for notices with like notice.

- f. Assignment: This Registration Agreement is not assignable or transferable by Monthly Account Holder and any attempted assignment or transfer shall be null and void and of no force or effect. WIN may assign this Registration Agreement and/or the payments due to WIN without notice to or requirement for Monthly Account Holder's permission or approval.
- g. Medicare Access to Books and Records: In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this agreement, WIN agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this agreement, WIN shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this agreement, and books, documents and records of WIN that are necessary to certify the nature of the duties of this agreement; and (b) if WIN performs his/her services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

## *EXHIBIT A*

### *Registration Agreement*

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## **Prescription Drug Monitoring Program (“ePDMP”) Service**

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### **Description:**

- Allows Monthly Account Holders’s registered ePDMP users to view a patient’s WI ePDMP prescription history from their EHR as required and authorized by the Wisconsin law, without having to re-enter query parameters such as first name, last name and date of birth;
- Securely authenticates the EHR Healthcare end user to the ePDMP using the existing ePDMP credentials;
- Permits view of the Patient History Report from the WI ePDMP inside browser widgets or inline frames in the EHR; and
- Captures an audit trail about the query, available in the WI ePDMP website.

### **Scheduling:**

WIN will implement the health system EHR integration (as defined below) on a first come, first serve basis. If the healthcare system or any of their standard implementations is not ready for WIN’s implementation, it will be rescheduled. If the Healthcare system has a system level implementation, there will be only one implementation at the healthcare system level.

### **Standard Implementation Model:**

- Standard implementation framework
  - Initial Kickoff call with technical and business representatives
  - Delivery and review of Technical Specifications
  - Round 1 testing call
  - Round 2 testing call
  - Demonstration and Sign-off on completed implementation call
  - Ad-hoc communication as necessary to address questions and issues
- Roles
  - WIN Project Manager: Facilitate communication, scheduling and testing for healthcare system, point of contact for all issues
  - WIN Developers: Responsible for resolution of technical issues
  - Health system Project Manager: Facilitate communication, scheduling and testing for healthcare facilities
  - Health system Developer(s): Development of UI and web service
  - Health system Executive Business Sponsor: Approves final implementation

**Responsibilities:** All services provided under this Exhibit A are provided only as authorized and directed, and only to the extent permitted, by the SOW. WIN will not provide technical or routine maintenance assistance that

involves any access, use, or disclosure of any medical, patient, or other confidential information, and Monthly Access Holder will not disclose any medical, patient, or other confidential information to WIN other than as authorized by law under the PDMP. Monthly Account Holder is responsible for any modification or development of EHR features required to connect to the access point provided by WIN.

**Authorization:** The ePDMP Service is authorized by a SOW with Department of Safety and Professional Services

**Payment Terms:** Payment for the ePDMP Service will occur by Monthly Invoice.

**Rates:**

Monthly Account Holder will be responsible for the cost of its own development and support of the user interface and web services integration.

Monthly Account Holder will pay an “Implementation Fee” of \$2500. The implementation fee will be per single instance of the Standard Implementation Model defined above. It is acknowledged that some Healthcare systems may require more than one implementation to cover differences in their EHR configuration. The Implementation Fee will be billed at the signing of the Registration Agreement.

Monthly access fee will be a capped, tiered fee with the tier associated with the number of searches per month for each healthcare system.

<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
0 to 500 monthly searches	501 to 15,000 monthly searches	15,001 to 50,000 monthly searches	50,001 to unlimited monthly searches
\$500 per month	\$1500 per month	\$2500 per month	\$3500 per month

***EXHIBIT B-IDENTIFIED FACILITIES***  
***Registration Agreement***